



EVERYTHING YOU NEED FOR LIVE EVENT SUPPORT. PERIOD.

- Flight Cases • Truss • Cables
- Pro Stands • Bags • Stage Laser & LED Lighting

**ProX Live Performance Gear New Dealer Application**

Thank you for your interest in becoming a dealer of ProX Live Performance Gear. ProX is a manufacturer that deals in wholesale manufacturing, and distributes directly to local and online retail outlets. We don't deal with end users and we sell only to approved dealers and resellers. ProX require dealers to purchase minimum of \$5,000 annually to keep the dealership active. \$100 Minimum Order amount for established accounts. To become a dealer please fill out bellow form, include your Valid State Resale Tax certificate. New Jersey accounts must submit a current NJ ST-3 Certificate.

NEW \_\_\_ UPDATE \_\_\_ Rep \_\_\_\_\_

Company's Legal Name: \_\_\_\_\_

DBA: \_\_\_\_\_ Date Business Started: \_\_\_\_\_ In which State: \_\_\_\_\_

Type of Ownership: Corporation: \_\_\_ Sole Proprietorship: \_\_\_ Partnership: \_\_\_ LLC: \_\_\_ Other: \_\_\_ Type: \_\_\_\_\_

If Incorporated, State of Incorporation: \_\_\_\_\_ State Tax Resale Number: \_\_\_\_\_ From which State: \_\_\_\_\_

**A RESALE TAX CERTIFICATE MUST BE ATTACHED TO YOUR APPLICATION**

Buyer's Name: First (required) \_\_\_\_\_ Last: (required) \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Phone# \_\_\_\_\_ Fax# \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact For Account Payable: \_\_\_\_\_

Store Front? Yes \_\_\_ No \_\_\_ Website: Yes \_\_\_ No \_\_\_ Web Address www. \_\_\_\_\_

Business Type:  Wholesale  Retail  Contractor  Installation  Ecommerce

Brief description of the business: \_\_\_\_\_

How did you hear about us: \_\_\_\_\_

**Company Principals Responsible for Business Transactions**

1) Title: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Social Security# / EIN# \_\_\_\_\_

Email Address: \_\_\_\_\_

2) Title: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Social Security# / EIN# \_\_\_\_\_

Email Address: \_\_\_\_\_



EVERYTHING YOU NEED FOR LIVE EVENT SUPPORT. PERIOD.

- Flight Cases • Truss • Cables
- Pro Stands • Bags • Stage Laser & LED Lighting

**Please note initial orders are shipped prepaid only.**

**Bank Information**

Bank Name and Branch: \_\_\_\_\_ Checking Account Number \_\_\_\_\_

Contact Name and Title \_\_\_\_\_ Phone #: \_\_\_\_\_

Bank Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**TRADE REFERENCES (Manufacturers you are purchasing direct)**

	Company Name	Contact Name and Title	City & State	Phone	Fax
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____

I hereby certify that the information in this dealer/credit application is correct. The information included in this application is for use by Xstatic Pro, Inc. dba ProX Live Performance Gear to determine the amount and conditions of credit to be extended and qualification as a ProX dealer. I understand that Xstatic Pro, Inc. may also utilize other sources of credit information which it considers necessary in making this determination. Further, I hereby authorize the bank and trade references listed in this credit application to release the information necessary to assist Xstatic Pro, Inc. (ProX) in establishing a line of credit.

Buyer agrees to be bound by terms and conditions of sales set forth by Xstatic Pro, Inc. A finance charge of 2% per month will be charged to past due accounts not paid within terms plus any collection costs including attorney fees.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT FULL NAME

\_\_\_\_\_  
DATE



EVERYTHING YOU NEED FOR LIVE EVENT SUPPORT. PERIOD.

- Flight Cases • Truss • Cables
- Pro Stands • Bags • Stage Laser & LED Lighting

## CREDIT CARD AUTHORIZATION FORM

I HEREBY AUTHORIZE **Xstatic Pro, Inc. dba Prox Live Performance Gear** TO KEEP MY SIGNATURE ON FILE AND TO CHARGE/DEBIT MY CREDIT CARD FOR ON ALL MY ORDERS AND ANY OTHER OVER DUE BALANCES IN THE FUTURE. EACH TRANSACTION INCURS A 3% CREDIT CARD CHARGE.

I UNDERSTAND THIS FORM IS VALID UNLESS I CANCEL THE AUTHORIZATION THROUGH WRITTEN NOTICE TO **ProX / Xstatic Pro, Inc.** BY CERTIFIED MAIL.

I UNDERSTAND THAT MY SIGNATURE ON THIS CONTRACT WILL SERVE AS MY AUTHORIZED SIGNATURE ON THE CREDIT CARD SLIP.

VISA

MASTERCARD

CREDIT CARD NUMBER \_\_\_\_\_ EXPIRES \_\_\_\_/\_\_\_\_ CSV# \_\_\_\_\_

Credit Card Signature Authorization: \_\_\_\_\_

*Note: for multiple credit cards please fill out more authorization forms as needed*

Company Name as it appears on the card: \_\_\_\_\_

First, Last Name as it appears on the card: \_\_\_\_\_

Billing address of the card: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Being the Cardholder or Corporate Officer, by signing below I understand and agree to the terms & conditions set forth by Xstatic Pro, Inc. and agree to pay and specifically authorize Xstatic Pro, Inc. to charge my credit card on all orders for the products and services provided. Xstatic Pro, Inc. will provide me with an Invoice statement detailing all of my charges. Returned goods or cancelled orders are subject to a 20% re-stocking fee, Less shipping charges. A finance charge of 2% per month will be charged to past due accounts not paid within terms plus any collection cost including attorney fees. I certify that all information on this application is true and accurate.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT FULL NAME

\_\_\_\_\_  
DATE



EVERYTHING YOU NEED FOR LIVE EVENT SUPPORT. PERIOD.

- Flight Cases • Truss • Cables
- Pro Stands • Bags • Stage Laser & LED Lighting

**DEALERSHIP TERMS AND CONDITIONS:** Welcome, and thank you for becoming a ProX Live Performance Gear Dealer! This document will provide you with all necessary information to manage your Dealer Account transaction parameters with ProX Direct, such as Shipping, Returns, Support, etc.

**MISSION:** Our mission is to provide high quality, professional grade equipment to you, at the most competitive possible price, and provide the tools you need to be a proud ProX Live Performance Gear Vendor. **HOURS OF OPERATION:** Our office hours are Monday through Thursday 9:30am - 6:00pm, Friday 9:30am - 3:00pm, Eastern Standard Time. Saturday & Sunday Closed.

### **TERMS AND CONDITIONS**

- Prospective dealers must first submit a dealership application, a valid state resale certificate number, and secure approval from ProX prior to any sale.
- Dealers must abide by Xstatic Pro, Inc. / ProX strict MAP (Minimum Advertised Price) policy. No exceptions.
- Local taxes are the responsibility of the dealer/account holder.
- All approved Dealers are expected to uphold and promote the ProX Brand in the proper, high caliber representation to which we cater and design for.

### **ORDERING**

**Minimum OPENING order with a minimum of 5 SKU's represented required.**

- All prices and specifications are subject to change without notice.

**Minimum REORDER BILLING:**

- \$100.00 for established accounts only. All orders below this level will be charged a \$10.00 handling fee.

### **PURCHASE ORDERS**

- All orders require a P.O. submitted with your account and order information (including any in-house PO or Tracking numbers you use in notes). You may submit these via the following methods; FAX, email, phone, and through your Online Dealer Account order form.

- WEBSITE PO – login at **dealer.proxdirect.com** account and use our Ordering Cart.
- FAX Number: 718-237-2318
- Direct Phone: 718-237-2299
- Email direct: [info@proxdirect.com](mailto:info@proxdirect.com)
- Your Company Sales Rep

- Upon processing your order, our accounts receivable will contact you to process your preferred method of payment. These consist of:

- COD Certified Check. COD Company checks needs approval by our credit department.
- CREDIT CARDS ACCEPTED: Pay As you Go with MasterCard, Visa, **3% processing fees apply**. Signed transaction authority form required.
- PAYPAL.COM ACCOUNT. We will process each purchase individually through PayPal.com invoicing. **PayPal's 3% processing fees apply**.

- Completing your Dealer Application and establishing an account with ProX does not automatically assign you a line of Credit. You may fill out our Credit Card Authorization form to keep a card on file for expedited automatic billing. Extensions of credit will require a separate Personal Guaranty document.

- Pay by Check orders require two weeks for fulfillment, or until payment has been processed.
- C.O.D. orders are payable by cashier's check, money order, or credit card unless approved for a company check.
- C.O.D. orders will be shipped only via UPS or FedEx. No C.O.D. orders will be shipped via common freight carriers.
- Refusing an order will automatically result in the account being put on PREPAID terms.
- Prices are F.O.B. Bayonne, NJ 07002 with the exception of qualified free freight orders.



EVERYTHING YOU NEED FOR LIVE EVENT SUPPORT. PERIOD.

- Flight Cases • Truss • Cables
- Pro Stands • Bags • Stage Laser & LED Lighting

## SHIPPING

- Drop Shipments may be requested and will be made at the sole discretion of ProX.
- Available via FedEx, UPS, or Freight. Local delivery is available within 5 miles of our warehouse location, with a minimum purchase of \$800.00. There will be a service charge of \$15.00 for local delivery.

## Free Shipping Terms:

- All Orders (besides cable only orders) over \$3000 USD net qualify for free freight delivered within the contiguous 48 states.
  - All Cable-only orders over \$400 USD net qualify for free freight delivered within the contiguous 48 states.
  - Trussing Orders (sticks, corners, arcs, bases, quick truss systems)
    - Between \$1,000 and \$1,999, a flat rate fee of \$175 delivered within the 48 states
    - Between \$2,000 and \$2,999, a flat rate fee of \$300 delivered within the 48 states
  - Freight excludes extra service charges such as tail gate lift and residential delivery charges.
- If you desire other shipping options, please specify shipping instructions when placing orders. Otherwise we will ship best way at our discretion.
- Free freight does not include extra service charges such as tail gate lift, C.O.D fees and residential delivery charges.

**RETURNED CHECKS:** A fee of \$30.00 will apply to all returned checks. We reserve the right to re-evaluate the account terms after any incidence of returned checks or dishonored credit cards.

## WARRANTY

- Please visit <http://warranty.ProXDirect.com> for complete Limited Warranty terms.
- Warranty valid only in the United States only.
- Our limited warranty strictly covers manufacturing defects in material and workmanship.
- Warranty period begins from your date of purchase.
- The limited warranty can be amended or changed by ProX at any time without notice.
- All warranty claims are judged under the terms of the limited warranty. There is no “grandfathering” of previous terms and conditions from the time of product purchase through the time of the claim.

**LIMITED WARRANTY:** (Valid only in the continuous 48 States.) From date of purchase to the original purchases of the product, provided that such product was purchased in the United States from an authorized ProX dealer, and proper dated invoice or sales receipt is presented at the time of requesting warranty service.

**ProX Cases:** Limited Lifetime Warranty

**ProX ZeroG™ EVA Cases:** One year (365 days) Limited Warranty

**ProX Truss:** One year (365 days) Limited Warranty

**ProX Stands:** One year (365 days) Limited Warranty

**ProX Cables:** Limited Lifetime Warranty

**ProX Bags:** One year (365 days) Limited Warranty

**Xstatic Pro Lighting:** One year (365 days) Limited Warranty **UNO**

**Laser:** One year (365 days) Limited Warranty

This warranty is limited to repair or replacement of the unit, at our option upon our inspection and verification of the nature of the defect.

This warranty will not apply to products that have been abused, broken, improperly used or operated ratings exceeding our specifications, nor to units that have been altered or repaired in any way by any person or firm other than ProX. Tampering with serial number identification voids this warranty.

On products not of our own, proprietary ProX., the standard original manufacturer warranty will apply.

State of New Jersey  
DIVISION OF TAXATION

SALES TAX  
FORM ST-3

RESALE CERTIFICATE

The seller must collect the tax on a sale of taxable property or services unless the purchaser gives him a fully completed New Jersey exemption certificate.

PURCHASER'S NEW JERSEY  
TAXPAYER REGISTRATION NUMBER\*

To be completed by purchaser and given to and retained by seller. See instructions on back.  
Seller should read and comply with the instructions given on both sides of an exemption certificate.

TO: Xstatic Pro, Inc. dba ProX Live Performance Gear

Date \_\_\_\_\_

(Name of Seller)

55 Hook Rd # 46, Bayonne, NJ 07002 USA

Address City State Zip

The undersigned certifies that:

- (1) He holds a valid Certificate of Authority (number shown above) to collect State of New Jersey Sales and Use Tax.
- (2) He is principally engaged in the sale of (indicate nature of merchandise or service sold):  
\_\_\_\_\_  
\_\_\_\_\_
- (3) The merchandise or services being herein purchased are described as follows:  
\_\_\_\_\_  
\_\_\_\_\_
- (4) The **merchandise** described in (3) above is being purchased: *(check one or more of the blocks which apply)*
  - (a)  For resale in its present form.
  - (b)  For resale as converted into or as a component part of a product produced by the undersigned.
  - (c)  For use in the performance of a taxable service on personal property, where the property which is the subject of this Certificate becomes part of the property being serviced or is later transferred to the purchaser of the service in conjunction with the performance of the service.
- (5) The services described in (3) above are being purchased: *(check the block which applies)*
  - (a)  By a seller who will either collect the tax or will resell the services.
  - (b)  To be performed on personal property held for sale.

I, the undersigned purchaser, have read and complied with the instructions and rules promulgated pursuant to the New Jersey Sales and Use Tax Act with respect to the use of the Resale Certificate, and it is my belief that the seller named herein is not required to collect the sales or use tax on the transaction or transactions covered by this Certificate. The undersigned purchaser hereby swears under the penalties for perjury and false swearing that all of the information shown in this Certificate is true.

NAME OF PURCHASER\* (as registered with the New Jersey Division of Taxation)

(Address of Purchaser)\*

Type of Business\*

By

(Signature of owner, partner, officer of corporation, etc.)\*

(Title)

\*Required

MAY BE REPRODUCED  
(Front & Back/Both Pages Required)

### INSTRUCTIONS FOR USE OF RESALE CERTIFICATES – ST-3

1. Registered sellers who accept fully completed exemption certificates within 90 days subsequent to the date of sale are relieved of liability for the collection and payment of sales tax on the transactions covered by the exemption certificate. The following information must be obtained from a purchaser in order for the exemption certificate to be fully completed:
  - Purchaser's name and address;
  - Type of business;
  - Reasons(s) for exemption;
  - Purchaser's New Jersey tax identification number or, for a purchaser that is not registered in New Jersey, the Federal employer identification number or out-of-State registration number. Individual purchasers must include their driver's license number;
  - If a paper exemption certificate is used (including fax), the signature of the purchaser.

The seller's name and address are not required and are not considered when determining if an exemption certificate is fully completed. A seller that enters data elements from paper into an electronic format is not required to retain the paper exemption certificate.

The seller may, therefore, accept this certificate as a basis for exempting sales to the signatory purchaser and is relieved of liability even if it is determined that the purchaser improperly claimed the exemption. If it is determined that the purchaser improperly claimed an exemption, the purchaser will be held liable for the nonpayment of the tax.

2. **Retention of Certificates** – Certificates must be retained by the seller for a period of not less than four years from the date of the last sale covered by the certificate. Certificates must be in the physical possession of the seller and available for inspection.
3. **Acceptance of an exemption certificate in an audit situation** – On and after October 1, 2011, if the seller either has not obtained an exemption certificate or the seller has obtained an incomplete exemption certificate, the seller has at least 120 days after the Division's request for substantiation of the claimed exemption to either:
  1. Obtain a fully completed exemption certificate from the purchaser, taken in good faith, which, in an audit situation, means that the seller obtain a certificate claiming an exemption that:
    - (a) was statutorily available on the date of the transaction, and
    - (b) could be applicable to the item being purchased, and
    - (c) is reasonable for the purchaser's type of business; OR
  2. Obtain other information establishing that the transaction was not subject to the tax.

If the seller obtains this information, the seller is relieved of any liability for the tax on the transaction unless it is discovered through the audit process that the seller had knowledge or had reason to know at the time such information was provided that the information relating to the exemption claimed was materially false or the seller otherwise knowingly participated in activity intended to purposefully evade the tax that is properly due on the transaction. The burden is on the Division to establish that the seller had knowledge or had reason to know at the time the information was provided that the information was materially false.

4. **Additional Purchases by Same Purchaser** – This certificate will serve to cover additional purchases by the same purchaser of the same general type of property. However, each subsequent sales slip or purchase invoice based on this Certificate must show the purchaser's name, address and New Jersey, Federal, or out of state registration number for purpose of verification.
5. **Retention of Certificates** – Certificates must be retained by the seller for a period of not less than four years from the date of the last sale covered by the certificate. Certificates must be in the physical possession of the seller and available for inspection on or before the 90th day following the date of the transaction to which the certificate relates.

#### EXAMPLES OF PROPER USE OF RESALE CERTIFICATE

- a. A retail household appliance store owner issues a Resale Certificate when purchasing household appliances from a supplier for resale.
- b. A furniture manufacturer issues a Resale Certificate to cover the purchase of lumber to be used in manufacturing furniture for sale.
- c. An automobile service station operator issues a Resale Certificate to cover the purchase of auto parts to be used in repairing customer cars.

#### EXAMPLES OF IMPROPER USE OF RESALE CERTIFICATE

In the examples below, the seller should not accept Resale Certificates, but should insist upon payment of the sales tax.

- a. A lumber dealer can not accept a Resale Certificate from a tire dealer who is purchasing lumber for use in altering his premises.
- b. A distributor may not issue a Resale Certificate on purchases of cleaning supplies and other materials for his own office maintenance, even though he is in the business of distributing such supplies.
- c. A retailer may not issue a Resale Certificate on purchases of office equipment for his own use, even though he is in the business of selling office equipment.
- d. A supplier can not accept a Resale Certificate from a service station owner who purchases tools and testing equipment for use in his business.

REPRODUCTION OF RESALE CERTIFICATE FORMS: Private reproduction of both sides of Resale Certificates may be made without the prior permission of the Division of Taxation.

**FOR MORE INFORMATION:** Read publication S&U-6 (Sales Tax Exemption Administration).

<http://www.state.nj.us/treasury/taxation/pdf/pubs/sales/su6.pdf>

#### DO NOT MAIL THIS FORM TO THE DIVISION OF TAXATION

This form is to be completed by purchaser and given to and retained by seller.

# **ProX MINIMUM ADVERTISED PRICE (MAP) POLICY**

**Effective June 1, 2019 (Revised 9/24/2019)**

## **(Dealer MAP Exhibit A to Dealer Agreement)**

Xstatic Pro, Inc. dba ProX Live Performance Gear (“ProX”) has unilaterally adopted this Minimum Advertised Price (“MAP”) Policy for its distributed and manufactured products. This MAP Policy supersedes all previous ProX MAP policies.

This MAP Policy is designed to protect ProX’s brand reputation for superior technology and quality products and to protect dealer and reseller margins so that dealers and resellers are able to provide valuable pre-sales and post-sales services and infrastructure. ProX’s policy is to not continue doing business with dealers that advertise ProX distributed products at prices below MAP or advertise in any other way that violates this policy.

This MAP Policy governs only advertised prices. It does not apply to the price at which the ProX products are actually sold. Dealers and resellers remain free to establish their own resale prices but not advertise below MAP.

This MAP Policy applies to all authorized ProX dealers and resellers in the United States and Canada. It applies to all advertisements or other published information or communications that reference ProX Products. Advertisements include advertising in any form of media including, but not limited to: printed flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, literature, newsletters, website, Facebook, Twitter, Amazon, eBay, Etc. or electronic media of any form except advertisements inside a brick-and-mortar store. Online digital advertising specifically includes any communication of price accessible by a web crawler.

Dealer partners who acknowledge, understand and promote the superior qualities differentiating ProX - Xstatic Pro, Inc. products from competitive products, have proven successful in the achievement of sales and profit goals

### **ProX’s MAP Policy Guidelines:**

The current listing of ProX Products and applicable MAP prices are set forth in the most recent applicable price list subject to change without advanced notice. ProX authorized dealers and resellers may advertise ProX Products in the following manner without violating this MAP Policy:

- Orally stating a price (either in person or in response to an end-user’s call);
- Advertising free shipping, handling or financing provided such value is not subtracted from the ProX Product to show a net price below MAP;
- Advertising without prices;
- Featuring multiple ProX Products covered by this MAP Policy in the same advertisement as long as the advertised price for each is not below the MAP; or, if bundled, the advertised price is not below the combined MAP of the advertised products;
- Bundling a ProX Product covered by this MAP Policy with a ProX product that is not covered by this MAP Policy or with a non-ProX product (including gifts); provided, however, that the bundled price is at least 10% above the MAP. If the bundle includes a gift card or similar item,



the advertisement must specify that the gift card can only be used on subsequent purchases of ProX products.

However, advertising material stating or implying the availability of a price below the MAP is a violation of this MAP Policy. Examples of such advertising include, without limitation, those showing the following:

- “add to shopping cart to see a lower price”
- “call for price” (where the MAP price appears in the advertisement)
- “e-mail for price”
- a price showing a stricken MAP (example: \$199.00)
- “sale – add to shopping cart”, “enter coupon code” (unless such code expressly refers to a ProX authorized coupon)
- “prices too low to mention”
- “our manufacturer won’t let us tell you the price”
- “click here for better price”
- “buy it now” (or comparable instant purchase price, unless such price displays the MAP)
- “reserve or minimum price” (unless such price displays the MAP)
- “join our buying club” or similar enticements

Efforts to evade this MAP Policy will also be considered a violation. ProX authorized dealers or resellers may not sell ProX distributed products to any third party where the dealer or reseller has reason to believe that such ProX distributed products will be advertised, or such third party will engage in advertising, in violation of this MAP Policy. Any such sale shall constitute a violation of this MAP Policy.

MAP will not apply to items where MAP is listed as “Open” on the most recent price sheets or discontinued ProX products beginning 60 days after the date ProX announces the discontinuation. MAP also will not apply to used or refurbished product provided that any advertisement for such product conspicuously and properly designates the condition of the product as follows:

- New: any ProX Product in its sealed packaging with original labeling that has not been removed or intentionally altered in any way may be advertised as “New”.
- Refurbished: any ProX Product purchased directly from ProX that is sold by ProX in other than “New” condition must be designated as “refurbished” in all advertising
- Used: any ProX Product not in original packaging or that has been previously used for any purposes (e.g., B-stock, C-stock, open box, demo stock, new-other, etc.) must be designated as “Used” in all advertising

#### **Communications:**

Each Dealer is free to decide independently whether or not to follow this MAP Policy. ProX will not discuss any conditions of acceptance related to this MAP Policy. **This MAP Policy is non-negotiable and will not be altered for any dealer or reseller.** Accordingly, ProX’s decision not to deal with violations of this MAP Policy is irrevocable and will not be changed in any way.

MAP Policy updates are a unilateral policy and ProX does not ask for, and will not accept, any assurance of compliance or any agreement thereto. ProX sales personnel have no authority to modify this MAP Policy, grant exceptions to it or offer or accept any agreements to comply with it.

**Monitoring and Reporting:**

ProX will not review advertising in advance to determine compliance or otherwise approve any plans submitted to ProX. Nevertheless, in order to further the goals of this MAP Policy, ProX may monitor advertised prices of ProX Products, either directly or via independent third parties. Third parties retained by ProX may monitor advertisements and store/website selling conduct including, but not limited to, through the use of third-party monitoring agents, mystery shoppers, purchases of covered products, and review of advertised prices. ProX may also rely on confidential reports from dealers, distributors or end users.

**Confidentiality:**

This MAP Policy is disclosed to you under the confidentiality provisions of your authorized dealer or reseller agreement with ProX and should not be shared.

**MAP Violation Implications and Penalties:**

ProX will notify a ProX authorized dealer or reseller if the dealer or reseller violates this MAP Policy upon discovery. ProX reserves the right to provide a 72-hour grace period on any violation; however, a 72-hour grace period will not be provided if it's a reoccurrence of the same violation unless the error was on the part of ProX.

**Dealer will have 1 to 7 days (depending on violation) to correct any and all violations of MAP Policy price postings, thereafter:**

1. The first unresolved violation of MAP will result in suspension of access to ProX Products for a period of 30 calendar days.
2. A second violation of MAP within a twelve-month period will result in suspension of access to all ProX Products for a period of 90 calendar days.
3. A third violation of MAP within a twenty-four-month period will result in the termination of the dealer or authorized reseller for a period of at least 12 months.

**This version 9/24/2019 of the ProX MAP policy shall be strictly enforced!**

Policy Revised September 24, 2019 (Supersedes Previous Versions)

Dealer/Reseller Name: \_\_\_\_\_  
Please Print

Receipt Acknowledged by: \_\_\_\_\_  
Print Name

Signature: \_\_\_\_\_ Date: \_\_\_\_\_